

**IN THE UNITED STATES DISTRICT COURT  
for the EASTERN DISTRICT of PENNSYLVANIA**

<b>BARNETT REI FINANCE 1, LLC</b>	:	<b>CIVIL ACTION</b>
450 Skokie Boulevard, Suite 604	:	
Northbrook, IL 60062	:	
Plaintiff	:	
vs.	:	
	:	No.
<b>BHADDAR CONNSTUCTION, LLC</b>	:	
37 Liberty Drive	:	
Langhorne, PA 19047	:	
Defendant	:	

**COMPLAINT in CIVIL ACTION  
(MORTGAGE FORECLOSURE)**

1. The Plaintiff is an Illinois limited liability company.
2. The Defendant is a Pennsylvania limited liability company.
3. The Plaintiff's sole member is a citizen of Pennsylvania.
4. No member of the Plaintiff is a citizen of Pennsylvania.
5. The amount in controversy herein, exclusive of interest and costs, exceeds the sum of \$75,000.00.
6. Jurisdiction is proper in this Court pursuant to 28 U.S.C.A. §1332.
7. Venue is proper in this Court pursuant to 28 U.S.C.A. §1391.
8. On or about April 15, 2020, the Defendant made, executed and delivered an Revolving Note (the "**Note**") to Barnett REI Finance 2, LLC (the "**Lender**") evidencing its indebtedness to the Lender in the maximum principal amount of \$1,000,000.00 (the "**Loan**").
9. A copy of the Note is attached as **Exhibit "A"**.
10. At the same time, the Lender and the Borrower entered into a Business Loan Agreement (the "**Loan Agreement**"), which contains additional terms and conditions applicable to the Loan.
11. A copy of the Loan Agreement is attached as **Exhibit "B"**.
12. In partial consideration of advances made, or to be made, under the terms of the Note and Loan Agreement, as partial security for their repayment, and as a partial inducement to

the Plaintiff to make them, the Defendant made, executed and delivered to (and in favor of) the Lender a Mortgage (the “**Lower Merion Mortgage**”), dated May 18, 2020, and in like amount, by which the Plaintiff was granted a lien upon a certain parcel of real property located in Lower Merion Township, Montgomery County, Pennsylvania, and known as 1112 Greentree Lane (UPI 40-00-21064-00-1; the “**Lower Merion Premises**”), as more particularly described therein.

13. A copy of the Lower Merion Mortgage, containing a legal description of the Yardley Premises, is attached as **Exhibit “C”**.

14. The Lower Merion Mortgage was recorded on June 1, 2020, with the Montgomery County Recorder, as instrument 2020038952 (book 14917, page 1707).

15. In partial consideration of additional advances made, or to be made under the terms of the Loan, as further security for their repayment, and as a further inducement to the Plaintiff to extend the Loan, the Defendant also made, executed and delivered to (and in favor of) the Lender a Mortgage (the “**Yardley Mortgage**”), dated August 31, 2020, and in like amount, by which the Plaintiff was granted a lien upon two certain parcels of real property located in Yardley Borough, Bucks County, Pennsylvania, and known as 25 North Delaware Avenue (UPI 54-005-019 and 54-005-035; collectively, the “**Yardley Premises**”), as more particularly described therein.

16. A copy of the Yardley Mortgage, containing a legal description of the Yardley Premises, is attached as **Exhibit “D”**.

17. The Yardley Mortgage was recorded on September 10, 2020, with the Bucks County Recorder, as instrument 2020061628.

18. The Loan was thereafter assigned to the Plaintiff.

19. Attached hereto as **Exhibits “E”** and “**F**”, respectively are copies of recorded assignments of the Lower Merion and Yardley Mortgages.

20. The Loan and Mortgages have not been further assigned, and the Plaintiff remains the holder thereof.

21. The Defendant is, and at all times relevant hereto has been, the real owner of the Yardley and Lower Merion Premises.

22. The Defendant is in default under the terms of the Note and Mortgage because it has failed to make payments as and when due thereunder.

23. In the event of a default under the terms of the Note and Mortgage, the entire outstanding balance of the Loan becomes immediately due and payable in full, without notice or demand, both of which the Defendant has waived.

24. The balance now due the Plaintiff under the terms of the Note and Mortgages is as follows :

Principal Balance	\$ 528,061.64
Interest to May 31, 2022	5,278.87
Estimated "reasonable" legal fees and costs through Marshal's Sale	<u>5,000.00</u>
TOTAL	\$ 538,340.51

25. Act 6 of 1974 does not apply to this matter, and no notice thereunder is required, because the borrower is not a "residential mortgage obligor".

26. Notice pursuant to Act 91 of 1983 (35 P.S. §1680.401c, *et seq.*) is not required in this matter because the Defendant is not a natural person, and because the Loan is not secured by owner-occupied residential real property as therein defined.

27. The Defendant has failed or refused to pay the amounts set forth above.

28. The amount of legal fees and costs shown above is an estimate of those to be incurred in obtaining a default judgment, listing the Properties for Marshall's Sale, and conducting the sale.

29. If the actual total of legal fees and costs incurred is higher than the amount shown above, the Plaintiff will apply to the Court to adjust the amount of the judgment before proceeding with the Marshall's Sale.

30. If the actual total of legal fees and costs incurred is lower than the amount shown above, the Plaintiff will adjust the judgment amount before conducting the Marshall's Sale.

31. All conditions precedent to the entry of judgment herein have occurred, have been performed, or have been waived.

**WHEREFORE**, Plaintiff demands judgment in its favor and against Defendant in the amount of **\$538,340.51**, plus additional interest, attorneys' fees and costs, for the foreclosure and sale of the Premises.

**KAPLIN STEWART MELOFF REITER & STEIN, P.C.**

By: /S/ William J. Levant, Esquire  
William J. Levant, Esquire  
**KAPLIN STEWART MELOFF REITER & STEIN, P.C.**  
Pennsylvania Attorney I.D. No. 54286  
910 Harvest Drive  
Post Office Box 3037  
Blue Bell, PA 19422  
(610)941-2474 / Telecopier (610)684-2020  
[wlevant@kaplaw.com](mailto:wlevant@kaplaw.com)  
Attorneys for Plaintiff

Date : July 13, 2022